

STANDARD ARTICLES IN CURRENT INTERIM RENEWAL ~~PROPOSED LONG-TERM~~
CONTRACT

WATER AND AIR POLLUTION CONTROL

15. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

CHARGES FOR DELINQUENT PAYMENTS

19. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by Section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

EQUAL OPPORTUNITY

20. During the performance of this contract, the Contractor agrees as follows:

(~~t~~a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training,

1 including apprenticeship. The Contractor agrees to post in conspicuous places, available
2 to employees and applicants for employment, notices to be provided by the Contracting
3 Officer setting forth the provisions of this nondiscrimination clause.

4 (2b) The Contractor will, in all solicitations or advertisements for employees
5 placed by or on behalf of the Contractor, state that all qualified applicants will receive
6 consideration for employment without discrimination because of race, color, religion, sex,
7 or national origin.

8 (3c) The Contractor will send to each labor union or representative of workers
9 with which it has a collective bargaining agreement or other contract or understanding, a
10 notice, to be provided by the Contracting Officer, advising the said labor union or
11 workers' representative of the Contractor's commitments under Section 202 of Executive
12 Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous
13 places available to employees and applicants for employment.

14 (4d) The Contractor will comply with all provisions of Executive Order No.
15 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant
16 orders of the Secretary of Labor.

17 (5e) The Contractor will furnish all information and reports required by said
18 amended Executive Order and by the rules, regulations, and orders of the Secretary of
19 Labor, or pursuant thereto, and will permit access to its books, records, and accounts by
20 the Contracting Officer and the Secretary of Labor for purposes of investigation to
21 ascertain compliance with such rules, regulations, and orders.

22 (6f) In the event of the Contractor's noncompliance with the nondiscrimination
23 clauses of this contract or with any of the said rules, regulations, or orders, this contract
24 may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be
25 declared ineligible for further Government contracts in accordance with procedures
26 authorized in said amended Executive Order, and such other sanctions may be imposed
27 and remedies invoked as provided in said Executive Order, or by rule, regulation, or order
28 of the Secretary of Labor, or as otherwise provided by law.

29 (7g) The Contractor will include the provisions of paragraphs (1) through (7) in
30 every subcontract or purchase order unless exempted by the rules, regulations, or orders
31 of the Secretary of Labor issued pursuant to Section 204 of said amended Executive
32 Order, so that such provisions will be binding upon each subcontractor or vendor. The
33 Contractor will take such action with respect to any subcontract or purchase order as may
34 be directed by the Secretary of Labor as a means of enforcing such provisions, including
35 sanctions for noncompliance: Provided, however, That in the event the Contractor
36 becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a
37 result of such direction, the Contractor may request the United States to enter into such
38 litigation to protect the interests of the United States.

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2 GENERAL OBLIGATION--BENEFITS

3 CONDITIONED UPON PAYMENT

4 21. (a) The obligation of the Contractor to pay the United States as provided in
5 this contract is a general obligation of the Contractor notwithstanding the manner in which the
6 obligation may be distributed among the Contractor's water users and notwithstanding the default
7 of individual water users in their obligations to the Contractor.

8 (b) The payment of charges becoming due hereunder is a condition precedent
9 to receiving benefits under this contract. The United States shall not make water available to the
10 Contractor through project facilities during any period in which the Contractor may be in arrears
11 in the advance payment of water rates due the United States. The Contractor shall not furnish
12 water made available pursuant to this contract for lands or parties which are in arrears in the
13 advance payment of water rates levied or established by the Contractor.

14 COMPLIANCE WITH CIVIL RIGHTS LAWS
15 AND REGULATIONS

16 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
17 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the
18 Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights
19 laws, as well as with their respective implementing regulations and guidelines imposed by the U.S.
20 Department of the Interior and/or Bureau of Reclamation.

21 (b) These statutes require that no person in the United States shall, on the
22 grounds of race, color, national origin, handicap, or age, be excluded from participation in, be
23 denied the benefits of, or be otherwise subjected to discrimination under any program or activity
24 receiving financial assistance from the Bureau of Reclamation. By executing this contract, the
25 Contractor agrees to immediately take any measures necessary to implement this obligation,
26 including permitting officials of the United States to inspect premises, programs, and documents.

27 (c) The Contractor makes this agreement in consideration of and for the
28 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
29 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
30 Reclamation, including installment payments after such date on account of arrangements for
31 Federal financial assistance which were approved before such date. The Contractor recognizes
32 and agrees that such Federal assistance will be extended in reliance on the representations and
33 agreements made in this Article, and that the United States reserves the right to seek judicial
34 enforcement thereof.

1 PRIVACY ACT COMPLIANCE

2 23. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a)
3 (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et
4 seq.) in maintaining landholder acreage certification and reporting records, required to be
5 submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation
6 Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR ~~426.10~~426.18.

7 (b) With respect to the application and administration of the criminal penalty
8 provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees
9 responsible for maintaining the certification and reporting records referenced in (a) above are
10 considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

11 (c) The Contracting Officer or a designated representative shall provide the
12 Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau
13 of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--
14 Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of
15 information contained in the landholder's certification and reporting records.

16 (d) The Contracting Officer shall designate a full-time employee of the Bureau
17 of Reclamation to be the System Manager who shall be responsible for making decisions on
18 denials pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to 43 CFR 2.72. The
19 Contractor is authorized to grant requests by individuals for access to their own records.

20 (e) The Contractor shall forward promptly to the System Manager each
21 proposed denial of access under 43 CFR 2.64; and each request for amendment of records filed
22 under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System
23 Manager with information and records necessary to prepare an appropriate response to the
24 requester. These requirements do not apply to individuals seeking access to their own
25 certification and reporting forms filed with the Contractor pursuant to 43 CFR ~~426.10~~426.18,
26 unless the requester elects to cite the Privacy Act as a basis for the request.
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28 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

29 28.— The expenditure or advance of any money or the performance of any
30 obligation of the United States under this contract shall be contingent upon appropriation or
31 allotment of funds. Absence of appropriation or allotment of funds shall not relieve the
32 Contractor from any obligations under this contract. No liability shall accrue to the United States
33 in case funds are not appropriated or allotted.

34 BOOKS, RECORDS, AND REPORTS

1 29. The Contractor shall establish and maintain accounts and other books and records
2 pertaining to administration of the terms and conditions of this contract, including: the
3 Contractor's financial transactions, water supply data, and Project land and right-of-way
4 agreements; the water users' land-use (crop census), landownership, land-leasing and water use
5 data; and other matters that the Contracting Officer may require. Reports thereon shall be
6 furnished to the Contracting Officer in such form and on such date or dates as the Contracting
7 Officer may require. Subject to applicable Federal laws and regulations, each party to this
8 contract shall have the right during office hours to examine and make copies of the other party's
9 books and records relating to matters covered by this contract.

10 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

11 30. (a) The provisions of this contract shall apply to and bind the successors and
12 assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest
13 therein shall be valid until approved in writing by the Contracting Officer.

14 OFFICIALS NOT TO BENEFIT

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16 32. No Member of or Delegate to Congress, Resident Commissioner, or official of the
17 Contractor shall benefit from this contract other than as a water user or landowner in the same
18 manner as other water users or landowners.

19 CHANGES IN CONTRACTOR'S BOUNDARIES

20 33. While this contract is in effect, no change may be made in the Contractor's
21 boundaries, by inclusion or exclusion of lands, dissolution, consolidation, merger or otherwise,
22 except upon the Contracting Officer's written consent.

23 NOTICES

24 ~~34.~~

25 CONFIRMATION OF CONTRACT

26 34. The Contractor, after the execution of this contract, shall promptly seek to secure
27 a decree of a court of competent jurisdiction of the State of California, confirming the execution
28 of this contract. The Contractor shall furnish the United States a certified copy of the final
29 decree, the validation proceedings, and all pertinent supporting records of the court approving
30 and confirming this contract, and decreeing and adjudging it to be lawful, valid, and binding on
31 the Contractor. This contract shall not be binding on the United States until such final decree has
32 been secured.

33 NOTICES

1 **35.** Any notice, demand, or request authorized or required by this contract shall be
2 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
3 delivered to the Area Manager _____, and on
4 behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors
5 of the _____. The designation of the addressee or the address may
6 be changed by notice given in the same manner as provided in this Article for other notices.

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